

EXHIBIT D

NO. 2020-02884**BASHAR MARDINI**§
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§**IN THE DISTRICT COURT OF****VS.****HARRIS COUNTY, T E X A S****TXSC ENTERPRISES, LLC,
HICKORY CONTAINERS GROUP, INC.
AND VLADIMIR PIERRE BELLON****113th JUDICIAL DISTRICT****PLAINTIFF'S FIRST AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Bashar Mardini, Plaintiff, files this, Plaintiff's First Amended Petition complaining of TXSC Enterprises LLC ("TXSC"), Hickory Containers Group Inc. ("Hickory"), Vladimir Pierre Bellon ("Bellon"), The Engy Group, LLC ("Engy") and Francois-Stanislas Bellon a/k/a Stash ("Stash") in the above entitled and numbered and for cause of action would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN AND REQUEST FOR DISCLOSURE

1.1 Discovery is intended to be conducted under Level 2, Texas Rules of Civil Procedure 190.

1.2 Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant is hereby requested to disclose within 50 days of service of this request, the information and material described in Rule 194.2.

II. PARTIES

2.1 Plaintiff Bashar Mardini (hereinafter referred to as "Mardini") is an individual residing in the United Arab Emirates.

2.2 Defendant TXSC is a limited liability company doing business in Texas and has been served with citation through its registered agent, Edward W. Engel, at Galleria Tower II, 5051 Westheimer, Suite 1200, Houston, Texas 77056-5839.

2.3 Defendant Hickory is a limited liability company doing business in Texas and has been served with citation through its registered agent, J. Hugh Willey Jr., at 2121 Sage Road, Suite 250, Houston, Texas 77056.

2.4 Defendant Bellon is an individual, who has been served with citation through his counsel Edward W. Engel, at Galleria Tower II, 5051 Westheimer, Suite 1200, Houston, Texas 77056-5839.

2.5 The Engy Group, LLC is a limited liability company doing business in Texas and may be served with citation through its registered agent, Mahendru, PC, at 639 Heights Blvd., Houston TX 77007.

2.6 Francois-Stanislas Bellon is an individual who is listed as managing member for Engy on its 2017 Texas Franchise Tax Public Information Report with his address at 2425 Mowery Rd., Houston, TX 77045. He may be served with citation at this address.

III. VENUE AND JURISDICTION

3.1 Venue is proper in Harris County in that the acts and/or omissions giving rise to these causes of action occurred in whole, or in part, in Harris County, Texas.

3.2 This Court has jurisdiction over this action in that it is based upon a breach of contract committed in Harris County, Texas and the damages sought exceed the minimum jurisdictional requirements of this Court.

IV. FACTS

4.1 Sometime in 2019, Stash approached Mardini seeking a loan in the amount of \$500,000. Upon information and belief, Stash and Engy represented to Mardini that the borrower owned a large industrial facility in Houston, TX (located at 2425 Mowery Rd., Houston, TX 77045) and would have no problem paying back the loan plus interest. However, as it turned out, the Borrower (TXSC and Hickory) did not own the facility which was actually owned by Engy. Relying on these representations, Mardini entered into a loan agreement with TXSC - through and for the use of its affiliate Hickory - evidenced by a certain Promissory Note dated June 1, 2019 (hereinafter referred to as the “Note”) whereby Mardini loaned TXSC, through and for the use of its affiliate Hickory, (collectively, “Borrower”) the sum of \$500,000 with an annual interest rate of 12% and a default interest rate of 18%. The maturity date of the Note was set for 90 days from the effective date of the loan. Additionally, the Note was personally guaranteed by Bellon as evidenced by that certain Guaranty Agreement dated June 1, 2019.

V. BREACH OF CONTRACT

5.1 Plaintiff incorporates each and every one of the facts set forth in the preceding paragraphs.

5.2 The maturity date of the Note was set for 90 days from the date of the Note. With the maturity date long passed, Plaintiff made a written demand for payment. To date, Defendants have failed to pay Plaintiff any sums due under the Note. Thus, Defendants are in breach of contract with Plaintiff.

VI. FRAUD AND MISREPRESENTATION

6.1 Plaintiff incorporates each and every one of the facts set forth in the preceding paragraphs.

6.2 Upon information and belief, Stash and Engy (in order to induce Mardini to enter into the loan agreement) represented to Mardini that the borrower owned a large industrial facility in Houston, TX (located at 2425 Mowery Rd., Houston, TX 77045) and would have no problem paying back the loan plus interest. However, as it turned out, the Borrower (TXSC and Hickory) did not own the facility which was actually owned by Engy. Plaintiff relied on these representations in entering into the Note. Borrower has not paid Plaintiff any amounts due under the Note.

VII. DAMAGES

7.1 The wrongful conduct of Defendants is the proximate cause of actual and consequential damages to Plaintiff in an amount exceeding the minimal jurisdictional limits of this court, and for which it hereby sues.

7.2 All conditions precedent to Plaintiff's recovery of damages have been performed or have occurred.

VIII. ATTORNEY'S FEES

8.1 Due to the Defendants' wrongful conduct, Plaintiff has hired the undersigned attorney to file this lawsuit for recovery of the damages and other relief due to Plaintiff from Defendants. Plaintiff seeks recovery of contractual and statutory attorney fees.

IX. JURY DEMAND

9.1 Plaintiff hereby requests a trial by jury.

X. PRAYER

WHEREFORE, Plaintiff prays that Defendants be cited to appear and answer and upon final trial herein, Plaintiff be awarded judgment against Defendants and requests the following:

1. Judgment against Defendants for actual damages found by the trier of fact proximately caused by their wrongful conduct;
2. Pre-judgment and post judgment interest at the legal rate;

3. Reasonable and necessary attorney's fees;
4. All costs of court and costs of litigation; and
5. Such other and further relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

BUSH & RAMIREZ, PLLC

/s/Bien C. Tran

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